

TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: _____
 2 Buyer: _____
 3 Seller: _____

4 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
 5 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
 6 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
 7 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
 8 rights and obligations under the Act. A complete copy of the Act may be found at: <http://www.tn.gov/regboards/trec/law.shtml>.
 9 (See Tenn. Code Ann. § 66-5-201, et seq.)

- 10 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
 11 the best of the seller's knowledge as of the Disclosure date.
- 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
 14 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
 16 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code
 17 Ann. § 66-5-204).
- 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 19 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
 20 agreed to in the purchase contract.
- 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 22 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
 23 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
 24 had no effect on the physical structure of the property.
- 25 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
 26 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
 27 (See Tenn. Code Ann. § 66-5-202).
- 28 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
 29 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the
 30 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 31 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
 32 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
 33 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 34 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
 35 not required to repair any such items.
- 36 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
 37 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 38 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
 39 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 40 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
 41 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 42 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 43 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 44 disposal system permit.

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45 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results
46 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the
47 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
48 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive
49 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
50 ever been moved from an existing foundation to another foundation.

51 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge
52 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information
53 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition
54 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition
55 Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions
56 they may have regarding this information or prior to taking any legal actions.

57 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide
58 information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information
59 contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales
60 person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may
61 wish to obtain.

62 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**
63 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
64 **below and/or the obligation of the buyer to accept such items "as is."**

65 The undersigned Seller of the property described as _____ does
66 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as
67 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209
68 for the following reason(s):

- 69 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration
70 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a
71 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 72 This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by
73 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
74 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
75 the real property by a deed in lieu of foreclosure.
- 76 This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship
77 or trust.
- 78 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
79 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
80 in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding
81 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 82 This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 83 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 84 This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity
85 of one (1) or more of the transferors.
- 86 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 87 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 88 This is a transfer of any property sold at public auction.
- 89 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
90 prior to the date of transfer.
- 91 This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu
92 of foreclosure or by a quitclaim deed.

93 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
94 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
95 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or
96 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment
97 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.

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98 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and
 99 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

100 **CHECK ALL THAT APPLY:**

101 YES NO UNKNOWN

- 102 1. Seller knows of the presence of an exterior injection well on the Property.
- 103 2. Seller knows that a single family residence located on Property has been moved from an
 104 existing foundation to another foundation.
- 105 3. Seller knows of a percolation test(s) that has been performed on the Property that is
 106 determined or accepted by the Tennessee Department of Environment and Conservation.
 107 If yes, results of test(s) are attached.
- 108 4. Seller knows of soil absorption rate(s) that has been performed on the property that is
 109 determined or accepted by the Tennessee Department of Environment and Conservation.
 110 If yes, results of rate(s) are attached.
- 111 5. Seller knows of a sinkhole(s) present on the Property. A sinkhole is defined pursuant to
 112 Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
 113 limestone or dolostone strata resulting from groundwater erosion, causing a surface
 114 subsidence of soil, sediment, or rock and is indicated through the contour lines on the
 115 Property's recorded plat map."
- 116 6. This Property is located in a Planned Unit Development. Planned Unit Development is
 117 defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1)
 118 or more landowners, to be developed under unified control or unified plan of development
 119 for a number of dwelling units, commercial, educational, recreational or industrial uses, or
 120 any combination of the foregoing, the plan for which does not correspond in lot size, bulk
 121 or type of use, density, lot coverage, open space, or other restrictions to the existing land
 122 use regulations." Upon request, Seller shall provide to buyers copies of the development's
 123 restrictive covenants, homeowner bylaws and master deed. Unknown is not an appropriate
 124 response under the statute.

125 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
 126 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder
 127 offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore,
 128 the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

129 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
 130 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
 131 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

132 The party(ies) below have signed and acknowledge receipt of a copy.

133 _____

134 **SELLER** **SELLER**

135 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

136 **Date** **Date**

137 The party(ies) below have signed and acknowledge receipt of a copy.

138 _____

139 **BUYER** **BUYER**

140 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

141 **Date** **Date**

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